CHINESE LABOURERS, &c.

(EMIGRATION: WEST INDIES—CHINA—TRINIDAD.)

110364

RETURN to an Address of the Honourable The House of Commons, dated 19 March 1846;—*for*,

"COPIES of the RULES issued by the COLONIAL LAND and EMIGRATION COMMISSIONERS, dated the 27th day of October 1843, and sanctioned by the Secretary of State for the Colonies, relating to the Immigration of CHINESE LABOURERS from the British Settlements in the *Straits of Malacca* into the Colonies of *Guiana*, *Trinidad* and *Jamaica*:",

"Of a DESPATCH addressed by Lord *Stanley* to the Governor of *Jamaica*, dated the 26th day of October 1843 (No. 160), relating to Contracts with Labourers:"

"Of any DESPATCH addressed to the Governor of *Trinidad*, disallowing* an Ordinance passed by the Council of Government of that Colony, on the 29th day of January 1845, for Regulating the relative Rights and Duties of Masters and Servants."

* The Despatch to the Governor of Trinidad recommends the amendment of the Ordinance, not its Disallowance.

(*Mr. Hume.*)

Colonial Office, Downing-street,
18 May 1846.

LYTTELTON.

Ordered, by The House of Commons, *to be Printed*,
18 *May* 1846.

SCHEDULE.

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No. 3.—Copy of a Despatch addressed by Lord Stanley to the Governor of Trinidad, dated 30th April 1845, recommending the amendment of an Ordinance passed 29th January 1845, for regulating the relative Rights and Duties of Masters and Servants - - - - - - - - - - - p. 5

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COPIES of the RULES issued by the COLONIAL LAND and EMIGRATION COMMISSIONERS, dated the 27th day of October 1843, and sanctioned by the Secretary of State for the Colonies, relating to the Immigration of CHINESE LABOURERS from the British Settlements in the *Straits of Malacca* into the Colonies of *Guiana, Trinidad* and *Jamaica.*

—No. 1.—

CHINESE EMIGRATION TO THE WEST INDIES. No. 1.

Bounty Rules.

9, Park-street, Westminster, 27 October 1843.

1. PARTIES desirous of introducing Chinese emigrants on bounty must previously apply for permission to the office of the Secretary of State for the Colonies.

2. The emigrants are only to be taken from some one of the three principal British settlements in the Straits of Malacca.

3. They are to be conveyed in strict conformity with the terms of the Imperial Passengers' Act, as applicable to colonial voyages.

4. Whatever may be the number of the passengers, there must be on board the vessel a surgeon, and a proper supply of medicines, instruments and other requisites for the surgeon's use.

5. The between-decks and the under part of the upper deck and beams must be either whitewashed or painted white.

6. No gunpowder is to be allowed on board on freight.

7. The emigrants must be possessed of a reasonable supply of warm clothing to protect them from the cold in doubling the Cape of Good Hope.

8. The length of the voyage to any of the West India Colonies is to be assumed at 18 weeks.

9. The allowance of provisions under the Passengers' Act will be declared by the Governor at the place of departure.

10. The proper officer of his government will be named by the same authority, to see that the several requirements of the Act, and of these rules, so far as regards the preparations for the voyage, are complied with.

11. This officer will, on departure, grant a certificate, in the form hereto annexed, showing the numbers embarked, and recording an approval, without which bounty will not be claimable.

12. The amount of bounty is fixed for each colony at sixty-five (65) dollars for every adult male or female, and half for children between one and fourteen years of age. No bounty will be payable on adults above forty years of age, nor on infants under one, at the time of embarkation.

13. No advances of money can be sanctioned subject to a repayment in the colony. But, considering that emigrants commonly have small debts to discharge, or require aid in providing an outfit, there will not be an objection to any moderate gratuities which it may be thought proper to give them, not exceeding 15 dollars for each adult.

14. If the emigrants be introduced without any contracts at all, and free to engage themselves to whomsoever they please, the whole amount of bounty will at once be claimable.

15. If contracts are employed, they must be executed before such magistrate as the Governor may name for the purpose, and be attested by his seal and signature.

16. They must not be for any longer term of service in the colony than five years, and must contain a proviso that it shall be competent to the labourer, upon making one month's previous declaration to that effect before a stipendiary magistrate, to terminate the contract at the end of the first six months in the colony, and of every succeeding period of six months. The magistrates will have suitable instructions to apprise employers of any such declarations.

17. In these cases bounty will be paid, *minus* one-fifth for each six months the labourer remained.

18. In pursuance of the 13th regulation, the contracts must also contain a stipulation that no claim is to be made on the emigrant for repayment of any money given to him before his importation.

 19. The

19. The terms of these contracts will, in other respects, be left a matter of private agreement between the employer and his labourers; but if there shall appear reason to consider that any fraud is practised on the latter, or that they are wilfully deceived as to the distance and circumstances of the countries they are going to, or not truly informed of the purport and effect of their contracts, the magistrate will withhold his attestation to the contracts, and the departure of the people will not be approved.

Explanatory Remarks.

Such being the conditions on which the Government is willing that parties who may desire it should enter on the undertaking of procuring a supply of Chinese emigrants, it is necessary to remark that the complete fulfilment of the scheme is subject to two contingencies, which cannot be determined by executive authority.

First, by the existing law of British Guiana and Trinidad, and probably by the next Immigration Act in Jamaica, contracts with labourers, made beyond the limits of each colony, will not be binding. The Government undertakes to recommend such a modification of this law as is necessary for the purposes of the present plan, but the result of course, must rest entirely with the respective Legislatures.

Secondly, the payment of bounty must depend on the existence of sufficient funds lawfully appropriated to the purpose. On this subject the present state of the facts is as follows:—In Trinidad, a permanent grant of 14,000 *l.* per annum has been made for general purposes of immigration. In Jamaica, a sum of 30,000 *l.* has been placed at the disposal of Government for such purposes for the present year; the provision to be made next year will depend on the Legislature. In British Guiana, no more than 30,000 dollars has been appropriated to general purposes of immigration for the year ending 1st July 1844; but there has been remitted to trustees in England a separate sum of 100,000 dollars applicable to African emigration, of which a comparatively small portion will be found to be wanted for that object.

Without implying any doubt of the liberality of the respective Legislatures, or of their favourable disposition towards immigration, the object of these remarks is merely to distinguish that which the Government can positively undertake, from that on which it is not competent to offer a pledge, but can only leave parties to exercise their own judgment.

By Order of the Board,

S. Walcot, Secretary.

HEADS of proposed INSTRUCTIONS to the Officer to be charged with superintending the preparations for the Passage.

1. THE officer charged with this duty should bear in mind that the number of passengers admissible is limited by the size of the deck on which they live, as well as by the tonnage; and that on a voyage of the computed length of that to the West Indies, the whole number of passengers is not to exceed the proportion of one adult for every 15 superficial feet of the deck.

2. There should be a proper cooking apparatus, and a reasonable supply of mess utensils, whether belonging to the passengers or provided for them, suitable to the habits of the people.

3. The quality of the water is one of the most important circumstances to the health of the passengers. It should be laid in of the purest description that can be obtained, and great attention should be paid to the sweetness and sufficient strength of the casks in which it is carried. If new they should be charred. The casks should be constructed of staves of at least one inch in thickness for the ground tier, and of not less than three-quarters of an inch for the remainder.

4. The due quantity and quality of the provisions should be carefully ascertained, as well as the supply of the medicines and any medical comforts that may be required by the orders of the local authorities.

5. The presence of a duly qualified surgeon is of course one of the most important circumstances to be attended to; and it would seem desirable that he should examine the emigrants on embarkation, to see that they have no infectious disorder of a dangerous character.

6. The officer will not overlook the particulars provided for in the 5th, 6th and 7th of the rules published on the present subject, by the Commissioners of Colonial Land and Emigration.

7. The

7. The ship should be seen to be properly manned.

8. The condition of the boats required under the 13th clause of the "Passengers' Act," should be particularly looked to.

9. The decks should not be allowed to be lumbered, but required to be kept duly clear for the working of the ship, and the exercise of the people. All provisions are to be stowed under hatches, and only sufficient water for immediate use, to be allowed on deck.

10. The superintending officer will require to be satisfied on these several points, together with all other requirements of the Passengers' Act, applicable to the subject, before he grants his final certificate of approval.

FORM of Certificate of Approval.

Ship

Date, 184 .

Tons

Size of deck superficial feet.

I hereby certify that emigrants are proceeding in this vessel, and that she appears to me in every respect sound, seaworthy and properly manned, and not stowed in any objectionable manner; and provided with all things requisite for the sustenance, health, and necessary comfort of the above-mentioned number of emigrants during the voyage.

(signed)

COPY of a DESPATCH addressed by Lord *Stanley* to the Governor of *Jamaica*, dated the 26th October 1843 (No. 160.) relating to Contracts with Labourers.

— No. 2. —

No. 2.
Lord Stanley to the Earl of Elgin, 26 October 1843.

(No. 160.)

COPY of a DESPATCH from Lord *Stanley* to the Right Hon. the Earl of *Elgin*.

My Lord, Downing-street, 26 October 1843.

I HAVE to acknowledge the receipt of your Lordship's despatch, No. 136, of the 12th of July, on the subject of the last Jamaica Immigration Act; and with reference to your opinion that the omission of the clause in that Act rendering contracts made with labourers out of the colony invalid, was unintentional, I have to request that you will endeavour to procure the introduction of a provision to this effect on the occasion of any re-enactment of this measure, subject only to the exception recommended in my despatch of the 17th instant, in favour of agreements entered into with Chinese labourers.

For the Earl of Elgin's Despatch, 12 July, *vide* Correspondence relative to the Emigration of Labourers to the West Indies and the Mauritius from the West Coast of Africa, the East Indies and China, Presented by Command, 1844, p. 27.

I have, &c.
(signed) *Stanley*.

COPY of CORRESPONDENCE with the Governor of *Trinidad* respecting the Ordinance passed in that Colony on the 29th January 1845, for regulating the relative Rights and Duties of Masters and Servants.

— No 3. —

No. 3.
Lord Stanley to Sir H. MacLeod, 30 April 1845.

(No. 297.)

COPY of a DESPATCH from Lord *Stanley* to Governor Sir *H. MacLeod*.

Sir, Downing-street, 30 April 1845.

I HAVE received your despatch No. 12, of the 2d of February, enclosing two Ordinances of the Governor and Council of Trinidad; the former, No. 3, of 1845, passed on the 22d of January last, and intituled, "An Ordinance for Establishing a Court of Appeal in cases of Offences punishable on Summary Conviction." The latter, No. 5, of 1845, passed on the 25th of January last, and intituled, "An Ordinance for the better Administration of Justice and for extending the Benefit of Trial by Jury to certain Civil Cases, and for assimilating the mode of Proceeding in Civil Actions to that of the Courts of Common Law at Westminster."

I have also received your despatch No. 13, of the 3d of February last, enclosing an Ordinance No. 6 of 1845, passed on the 29th of January last, and intituled, "An Ordinance for regulating the relative Rights and Duties of Masters and Servants."

These three Ordinances are in some of their provisions so materially connected with each other, that I think it convenient to convey to you my views respecting them, in one despatch. Your despatch No. 15, of the 5th of February, on the arrangements respecting the judicial establishment, is also connected with these Ordinances, and I have taken it into consideration along with them.

Subject to a question which I shall propose for your consideration in a separate despatch, I approve the constitution of the appeal courts as established by the Ordinance No. 3; for looking to the probable increase of judicial business in the colony, I think it better to throw the additional duties of these courts upon the three judges, than to reduce their number to one, in which case it would become necessary that different courts of appeal should be established.

Before, however, I can submit the Ordinance No. 3, for Her Majesty's confirmation, I think it essential that the 10th clause should undergo some modification. As that clause now stands, it is enacted that the appellant shall "enter into a recognizance with one surety in a sum not exceeding 5*l.* sterling over and above the amount of any fine or penalty which such person may be condemned to pay, to prosecute such appeal and to obey the order of the court of appeal to be made in the premises, or shall deposit with such stipendiary or other justice of the peace, a sum not exceeding 5*l.* sterling, over and above the amount of such fine or penalty, there to abide the results of such appeal." I apprehend that the effect of this clause would be to throw a serious difficulty in the way of appeals from the labouring classes, and I am of opinion that nothing further should be required than that the appellant should enter into his own recognizance to the amount specified, without either surety or deposit.

The Ordinance No. 5, appears to have been drawn up with great labour and great knowledge of the subject. Having regard to the length to which it extends, it might, perhaps, be conveniently broken into several enactments. The clauses regarding the jury laws are more especially a digression from the main subject; yet, considering the great importance of the measure and the great labour bestowed upon it, and, bearing in mind that it is, on the whole, a large advance towards the introduction into the colony of the law of England, I am of opinion that it should be allowed to operate for an experimental period, and that when finally revised, the opportunity should be taken of recommending to the Legislative Council the subdivision of it into several Ordinances, and the exclusion of many minute provisions, more properly regulated by rules of court. By that time also, it will have been conclusively determined whether the Supreme Court is to consist of one judge, or of three.

On examining the Ordinance, No. 6, which professes to be founded on the law of Jamaica regulating contracts for service, and which the Attorney-general, in the report annexed to it, represents as going beyond that law only in the points specified by him, I have been surprised to find an enactment (the 11th clause), affirming the validity of contracts for service made without the limits of the colony in Asia and elsewhere. The Attorney-general refers to the Act of Jamaica, without designating it by number, title or date. It ought to have been quoted as the Act of the Jamaica Legislature, 5 Vict. c. 43, intituled, "An Act to enlarge the Powers of Justices in determining Complaints between Masters and Servants, and between Masters, Artificers and others." There is not to be found in this Act any enactment similar to that contained in the 11th clause of the Ordinance No. 6. And in another Act of the Legislature of Jamaica, 8 Vict. c. 15., being the annual Act for the encouragement of Immigration, there is a clause (s. 12.), which is directly opposed to the 11th clause of this Ordinance, in as much as it declares, "That no agreement or contract entered into by any emigrant brought into this colony from any port or place on the western or eastern coast of the African continent, or from the island of Madagascar, or from any other island except the island of St. Helena, adjacent to the said coast of the said African continent, and inhabited by the Negro race, or from any port or place on the continent of Asia, or from any island adjacent thereto, with any employer, shall be valid, unless the same shall have been made within this colony, and such agreement or contract shall not be made for a longer period than one year, nor until the emigrant making it shall have been 48 hours in the island."

Moreover, in the draft transmitted for your guidance in my confidential despatch of the 31st July 1843, you will find the following clause:—

"And be it further enacted, That no such contract as hereinafter mentioned and described as a contract for service within the meaning of this order, shall be

in any manner valid or binding on the parties thereto or either of them, unless such contract be made and entered into by the person who is therein bound to perform any service, whilst such person is within the limits and upon the land of the colony in which the same is to be performed, or within the limits of the kingdom of Great Britain and Ireland, or in any other part of Europe, or in the United States or any British Possession in America, and no such contract shall be valid or binding on the parties or either of them for any longer term than the period of one year from the time when such service is to commence according to the terms of the contract."

In my despatch, No. 172, of the 27th October 1843, I transmitted to you a correspondence between this department and Mr. Neill Malcolm, explaining the views of Her Majesty's Government as to the introduction of Chinese labourers into the West India Colonies, and I authorized you to propose an Ordinance by which the existing provisions against contracts made out of the colony should be waived as to Chinese labourers with certain limitations.

I am, however, not aware that, beyond this extent, I have conveyed to you any specific authority for the relaxation of the law upon this head, and it will be necessary that the Ordinance, No. 6, should be revised and amended according to the views of Her Majesty's Government before it can be submitted for Her Majesty's confirmation.

And as I feel the importance to the public service of my being enabled to rely implicitly on yourself and the Attorney-general of Trinidad, for giving effect to these views, it will be desirable that you and he should favour me with an explanation of the grounds on which you have felt warranted to assent to the clause in question, and he to make the report to which I have referred.

I have, &c.

(signed) *Stanley.*

—No. 4.—

(No. 39.)

COPY of a DESPATCH from Governor Sir *H. MacLeod* to Lord *Stanley.*

My Lord, Trinidad, 30 May 1845. No. 4.

I HAVE the honour to acknowledge the receipt of your Lordship's despatch, No. 297, dated the 30th April last, and in answer to the allusion referred to by your Lordship in another despatch of the same date, I see no reason to alter my opinion as to the advantage the Ordinance holds out. Sir H. MacLeod to Lord Stanley, 30 May 1845.

It is very evident that the view taken by your Lordship is the proper one, and that the Judges cannot be better employed than holding these occasional Courts of Appeal, looking prospectively to the increase of our population and revenue, when these may be superseded by Circuit Courts of the Judges, and the appointment of a Chairman of Quarter Sessions for appeal cases, &c. In conformity likewise with your Lordship's instructions, requiring me to explain the grounds on which I felt myself authorized to assent to the provisions of the 11th clause of the Ordinance regulating contracts between masters and servants, I would beg to remark, that besides the Chinese labourers, by the Order in Council of the 4th January 1843, contracts were permitted on the continent of North America, with the proviso that Her Majesty's Government should appoint some person on the spot to examine such contracts, and I had imagined that a similar provision would have been made elsewhere.

It is my firm conviction, that if such contracts were entered into, subject to the final supervision of the Governor of the colony, they would tend much, in the thinly populated colonies, to prevent the unsteadiness of labour, and would eventually be of the greatest benefit to the immigrants, who would probably then be inclined to locate themselves on particular spots, and to cultivate their grounds.

At the present moment, owing to the great scarcity of labour and the consequent high rate of wages, there is hardly to be found, except among some few of the old natives, a settled person, or any that will attempt any cultivation of provisions; for among the labouring population little advanced in civilization, with money abundant, habits of steady industry and thriftiness are not easily introduced.

Your Lordship will believe this to be the case when it is mentioned that in this colony, renowned for its fertility, two-thirds of the ground provisions are supplied from Venezuela and Grenada.

I enclose a letter from the Attorney-general, explanatory of his report which accompanied the Ordinance, and it will be my duty to have the alterations required by your Lordship in this and in the Ordinance, No. 3, to be immediately made.

I have, &c.
(signed) *H. MacLeod.*

Enclosure in No. 4.

Attorney-general's Office, Trinidad,
3 June 1845.

Sir,

I HAVE the honour to return to your Excellency Lord Stanley's despatch, No. 297, of the 30th April 1845, in which his Lordship refers to my report on the Ordinance, No. 6, of 1845, "For regulating the relative Rights and Duties of Masters and Servants," and to my having omitted to draw his Lordship's attention to the 11th clause, which affirms the validity of contracts for service made without the limits of this colony.

The Ordinance was originally prepared by my predecessor, Mr. Jackson, and the clause in question, as originally printed, was a transcript from the draft Order in Council which accompanied Lord Stanley's despatch, of 31st July 1843; the words "no such contract made within the limits of the colony where the same is to be performed," and which are applicable to all the Crown colonies, generally being used instead of the words "within the limits of this colony."

In the committee it was proposed to give validity to contracts entered into in Asia. Looking to the fact that Her Majesty's Government had entrusted to the Governor and Council the power of revoking, altering or amending the Order in Council of 7th September 1838, which regulated all contracts of service, and that the Government had determined to permit immigration from India, I felt no hesitation in acceding to the amendment, limiting it, however, to those parts of Asia from which Her Majesty might be pleased to allow of immigration into this colony. I acceded to the amendment, not merely because I believe that contracts of service are for the benefit of both parties, but under the impression that the limitation would leave the whole matter in the hands of the Government. As the immigration from India is under the entire and exclusive control of Government officers, by whom the immigrants are selected and examined, it did not occur to me, that it would in practice be possible to enter into such a contract, except under the supervision and with the sanction of the Government agent. The difficulty of proving such a contract entered into by an illiterate person in a remote part of the world, could not be obviated in any other way than by a law to be passed for the purpose, authorizing proof of the signature and certificate of the Government officer at the place of emigration, to be admitted as evidence of the contract.

These were my reasons for agreeing to the clause in its present shape; but I am aware that these reasons furnish no excuse for my omitting to bring the clause distinctly under Lord Stanley's notice. My remark in my report "that the only clause to which a similar provision might not be found in the Jamaica Act was the 13th," was directed to the nature and consequences of the contract when entered into, and not to the place of the formation of the contract.

I was guilty of inadvertence, but of nothing more. It is not necessary for me to say, that I had no intention to mislead.

I have, &c.
His Excellency Sir Henry G. MacLeod. (signed) *Charles W. Warner.*

— No. 5.—

EXTRACT of a DESPATCH from Governor Sir *H. MacLeod* to Lord *Stanley* dated Trinidad, 5 August 1845, (No. 58.)

No. 5.
Sir H. MacLeod to Lord Stanley, 5 August 1845.

ORDINANCES 15 and 17 are transcripts of the Ordinances No. 3 and 6 of 1845, amended as directed by your Lordship's despatch, No. 297, of the 30th April last. I refer your Lordship particularly to the remarks of the Attorney-general on the 10th clause of the Ordinance, No. 15, as now altered, because I am extremely anxious your Lordship should see that the stringent nature of the clause in the original Ordinance was not adopted without full consideration. Indeed it would be difficult to convey an adequate idea of the facility of escape from any sort of control in this thinly populated colony; for such is the want of labour, that I verily believe, short of a murderer, even if the offence were known, the man would be employed. I trust your Lordship will see that, even with this conviction,

tion, how ready the Legislative Council here are to meet the wishes of Her Majesty's Government, and prevent the possibility of any one-sided legislation being attributed to them.

Enclosure in No. 5.

TRINIDAD.—No. 17, 1845.

"AN ORDINANCE for regulating the relative Rights and Duties of Masters and Servants."

THIS Ordinance is a transcript of the Ordinance, No. 6, of 1845, modified, however, in the 11th clause, in compliance with the directions of Lord Stanley, conveyed in despatch No. 297, of 30 April 1845.

(signed) *Charles W. Warner,*
Attorney-general.

5 August 1845.

SUMMARY.

Penalties on servants for breach of contract, damage of property, &c.; also for wilful misconduct.
Wages of servants may be abated.
Penalty on employer for ill-usage of servant.
Contract for servants to be deemed monthly contracts.
Penalty on employer wrongfully terminating any contract for a time certain.
Employer may discharge servant for misconduct.
Servant may terminate contract for ill-usage by employer.
Justice or justices may discharge servant from his contract.
Contracts for service, what shall be deemed such.
Contracts for labour by day or task, to be determinable only on 24 hours' notice.
Justice or justices to have jurisdiction in respect of wages.
Penalty on persons wrongfully enticing away any servant.
Jurisdiction vested in stipendiary justice or any two justices.
Application of wages, fines, &c.
Award of wages, how to be enforced.
Employer or servant to be examined on oath.
No order to be quashed for want of form.
Interpretation of terms of Ordinance.

(signed) *Arthur White,*
Colonial Secretary.

TRINIDAD, No. 17, 1845.

H. MacLeod, (L.S.)

AN ORDINANCE enacted by the Governor of the Island of Trinidad, by and with the advice and consent of the Council of Government thereof, for regulating the relative Rights and Duties of Masters and Servants.

WHEREAS it is expedient that the hirings of servants in husbandry, of sailors and boatmen employed on board vessels and boats belonging to the colony, of menial servants, and of artificers, handicraftsmen and other labourers in the colony, should be properly regulated, and that provision should be made for the more easy recovery of the wages of such servants in husbandry, sailors and boatmen, menial servants, artificers, handicraftsmen and other labourers, and for the more ready determination of all disputes connected with such hirings: Be it therefore enacted by his Excellency the Governor and Commander-in-Chief, in and over the said island and its dependencies, by and with the advice and consent of the Council of Government thereof, that from and after the commencement of this Ordinance, if any servant shall contract with any other person to serve him for a time certain, or in any other manner whatsoever, and shall not enter into or commence his service according to such contract, such contract being in writing and signed by the contracting parties, or having entered into such service in pursuance of or under any such contract (whether the same shall be in writing or not in writing) shall wilfully absent himself from his service, or shall refuse to fulfil the same before the term of his contract shall have been completed, whether such contract shall be for a time certain or work certain, or under the provisions hereinafter in that behalf contained, unless for some reasonable cause as hereinafter provided, or shall by negligence or other improper conduct lose, throw away or damage the property of his employer, or shall endanger such property by a careless or improper use of fire, or shall wilfully maim, wound or cruelly ill use any cattle or other live stock belonging to his employer, every such offender on conviction thereof shall suffer such punishment by fine or imprisonment in the Royal gaol or other lawful place or confinement, with or without hard labour for the whole or any part of such imprisonment, such fine not to exceed 5*l.* sterling, and such imprisonment not to exceed 30 days, as to the convicting justice or justices shall seem fit.

Penalties on Servants for breach of contract, damage to property, &c.

II. And be it enacted, that if any such servant shall be guilty of any wilful misconduct or ill behaviour in such service, such offender on conviction thereof, shall forfeit and pay such sum not exceeding 40 *s.* sterling, or be imprisoned in the Royal gaol or other lawful place of confinement, for such term not exceeding seven days, as to the convicting justice or justices shall seem fit.

Penalty on Servants for wilful misconduct.

Wages of Servants may be abated.

III. And be it enacted, that the justice or justices, by and before whom any complaint shall be heard and determined, may, in addition to such fine or imprisonment as hereinbefore directed, abate the whole or any part of the wages due to such servant, and direct the same to be retained by and to the use of the employer of such servant, and in the event of any servant being sentenced to imprisonment, no wages shall accrue to him during such imprisonment.

Penalty on Employer for ill-usage of any servant.

IV. And be it enacted, that if any employer shall ill use any servant, or shall not deliver to any servant any articles stipulated for, and which by the contract of service were to be furnished by the employer to the servant, or if the articles so furnished shall not be of the stipulated quantity or quality, every such employer being convicted of any such offence shall forfeit and pay such sum not exceeding 20 *l.* sterling, including the reasonable costs of such servant, as to the convicting justice or justices shall seem fit.

Contract for service to be deemed monthly contracts.

V. And whereas contracts of hiring are frequently made without any particular period limited for their duration, or as to the notice required for terminating the same respectively, and great inconvenience is thereby occasioned; for remedy thereof be it enacted, that in the absence of any express agreement to the contrary, every contract for service shall be deemed and taken to be a contract for one month at the least from the time of entering on such service (such month to be deemed a lunar month in the case of agricultural labourers, and a calendar month in all cases), and to be terminated at any time by mutual consent of the parties or by either party, at the expiration of the first or any subsequent month, on giving 14 days previous notice to the other party in writing, or in the presence of a credible witness, or for any such good and sufficient cause as hereinafter provided.

Penalty on employer wrongfully terminating any contract for service for time uncertain.

VI. And be it enacted, that if any employer shall terminate any contract entered into with any servant for service for a time uncertain, except with the consent of such servant or by giving 14 days notice as aforesaid, or for some good and sufficient cause as aforesaid, such employer shall forfeit and pay to the use of the servant a sum equal to one month's wages, according to the rate of wages which may have been fixed by and between the parties, or if the rate of wages shall not have been so fixed, then, such sum as the justice or justices may consider fair and reasonable as and for a month's wages, regard being had to the class of the servant, and the nature of the duties contracted to be performed, in addition to the wages due to the servant at the time of the termination of such contract.

Penalty on employer for wrongfully terminating any contract for a time certain.

VII. And be it enacted, that if any employer, having engaged any servant for service for any period of time certain, or for the performance of any particular work, shall put away, dismiss or discharge such servant before the completion of his contract, such employer, unless he shall be able to prove reasonable and sufficient cause for putting away such servant, shall forfeit, to the use of such servant, such sum not exceeding 5 *l.* sterling, as the justice or justices shall consider a reasonable compensation for the wrong and injury done to such servant.

Employer may discharge servant for misconduct.

VIII. Provided always, and be it enacted, that it shall be lawful for any employer to discharge any servant who shall be guilty of any misconduct or wilful omission, or neglect of duty, without notice and without payment of any wages beyond the wages due at the period of such discharge; and to any complaint made in respect of such discharge, such misconduct or wilful omission or neglect of duty proved, shall be a sufficient answer.

Servant may terminate contract for ill-usage by employer.

IX. And be it enacted, that on any complaint made by any employer against any servant for refusing or wilfully neglecting to perform his contract, such servant shall be at liberty to show by evidence, in answer to such complaint, that he terminated his service or contract in consequence of ill usage by his employer, or for some other good and sufficient cause to be judged of by the justice or justices.

Justice or Justices may discharge servant from his contract.

X. And be it enacted, that upon any complaint made by any employer or servant, the justice or justices by whom such complaint shall be heard may, if he or they shall see fit, discharge such employer or servant from his contract or service, in addition to any other order made on such complaint, and shall, in case of such discharge, award to such servant the whole or such proportion of the wages appearing due to him as the justice or justices shall think reasonable, and shall give to such employer or servant, as the case may require, a certificate of such discharge and of such award of wages without any fee or consideration.

Contracts for service, what shall be deemed such.

XI. And be it enacted, that no contract for service not made within this colony shall be a contract within the meaning of this Ordinance, or valid or binding on the parties thereto, or any of them, unless such contract shall be in writing, and shall be made and entered into by the person who is therein bound to perform such service whilst such person is within the limits of the kingdom of Great Britain and Ireland, or in some other part of Europe, or in the United States of America, or some British possession in North America, or the West Indies; and no contract for service shall be valid or binding on either of the parties thereto for any longer term than the period of one year from the time when the service under such contract shall be commenced according to the terms of the contract.

Contracts for labour by day or task to be determinable only on 24 hours' notice.

XII. And be it enacted, that where any servant in husbandry shall enter into the service of any employer as a labourer by the day or task, the contract between the parties shall, in the absence of any express agreement to the contrary, be deemed and taken to be a contract for one day certain, and so on from day to day (Sundays only excepted), to be terminated only by mutual consent, or by either party on giving 24 hours' previous notice to the other party in the presence of a credible witness, or for some good and sufficient cause; and if any employer shall wrongfully discharge any such servant in husbandry without some reasonable and sufficient cause, and without giving such notice, or if any such servant shall wrongfully quit the service of such employer without some reasonable and sufficient cause,

and

and without giving such notice, every such offender on conviction thereof shall forfeit and pay to the use of the other party such sum not exceeding 20 *s.* sterling, exclusive of costs, as to the convicting justice or justices shall seem fit.

Justice or Justices to have jurisdiction in respect of wages.

XIII. And be it enacted, that all complaints, difference and disputes which shall arise between any employer or servant touching or concerning any wages or allowances which may be due to such servant, shall and may be heard and determined by any justice or justices acting under this Ordinance, and it shall be lawful for such justice or justices to make order for the payment of so much wages or the value of such allowances as shall appear to such justice or justices to be justly due and owing to such servant, according to the terms of his contract, together with the reasonable costs of such servant, provided that such wages or the value of such allowances shall not exceed the sum of 20 *l.* sterling, and the complaint be made within six months after the same became due.

Penalty on persons wrongfully enticing away any servant.

XIV. And be it enacted, that if any person shall knowingly entice or inveigle away any servant within the meaning of this Ordinance from the service of his employer, and such servant shall accordingly quit such service before the expiration of his contract, or if any person having engaged such servant without notice of his previous retainer, shall receive into his service or continue to employ such servant after notice of his having so quitted the service of his employer, and during any part of the time when the first term of service shall be running, every such offender on conviction thereof shall forfeit and pay such fine not exceeding 10 *l.* sterling, as to the convicting justice or justices shall seem fit.

Jurisdiction under this Ordinance vested in Stipendiary Justice or any two Justices.

XV. And be it enacted, that jurisdiction under this Ordinance for the enforcement of all contracts between employers and servants shall be vested in the stipendiary and other justices of the peace of the island, and all complaints to be made under this Ordinance shall be heard and determined by the stipendiary justice, or any two justices of the district or place where the employer shall reside, or the offence shall be committed; and in all cases to be dealt with under this Ordinance and not herein otherwise specially provided for the justice or justices shall proceed according to the Ordinance intituled, "An Ordinance for regulating the mode of proceeding in cases of offences punishable on summary conviction."

Application of wages, fines, &c.

XVI. And with regard to the application of all wages, fines, forfeitures and penalties, upon summary convictions under this Ordinance, be it enacted, that every sum of money which shall be awarded for wages or allowances due to any servant, shall be paid to the servant entitled thereto, and every sum which shall be forfeited by any employer for discharging any servant without due notice as aforesaid, shall be paid to such servant, and every sum which shall be forfeited by any employer for any ill usage of any servant may, at the discretion of the convicting justice or justices, be paid and applied to the use of such servant, as compensation for the injury he may have sustained, or be paid and applied to the use of the colony; and every sum which shall be forfeited for any wrong or injury done shall be paid to the party aggrieved (if known) notwithstanding such employer, or servant, or party aggrieved, may have given evidence on the adjudication of such matter as aforesaid, or where not known such sum shall be applied in the same manner as a penalty; and every sum which shall be imposed, whether in addition to the amount awarded for any wrong or injury as aforesaid, or otherwise, shall be paid into the Treasury of the island for the use thereof: Provided always, that where several persons shall join in the commission of the same offence, and shall each, on the conviction thereof, be adjudged to forfeit a sum equivalent to the amount of the injury done, in every such case no further sum shall be paid to the party aggrieved than that which shall be forfeited by one of such offenders only, and the corresponding sum or sums forfeited by the other offender or offenders, shall be applied in the same manner as a penalty is hereinbefore directed to be applied.

Award of wages, fines, &c. how to be enforced.

XVII. And be it Enacted, That every award of wages or other sum of money to be paid to any servant, and every fine, penalty and forfeiture, and all costs and charges which shall be laid, imposed, forfeited or awarded, under the provisions of this Ordinance, if not paid at the time of the conviction, or within such time as the justice or justices shall appoint or direct, shall be enforced by warrant under the hand and seal of any one convicting justice, or of any other two justices, authorizing a distress and sale of the defendant's goods and chattels, rendering any overplus which may remain after deduction of the amount of the wages or sum of money, fine, penalty or forfeiture, together with the costs of the prosecution, and also the cost of distress and sale, to the defendant on demand; and in default of sufficient goods and chattels whereon to levy, then it shall and may be lawful for any two justices, by warrant under their hands and seals, to direct any such defendant or offender to be imprisoned for any period not exceeding three calendar months, unless the wages, sum of money, fine, penalty or forfeiture, and all costs and charges necessarily incurred in carrying any order, award, judgment or determination made under the provisions of this Ordinance into execution, be sooner paid; such imprisonment to be without hard labour where the order or adjudication shall be for the payment of any wages or sum of money due, and ordered to be paid by any employer to any servant, and such imprisonment in all other cases to be with or without hard labour during the whole or part of such imprisonment, as the convicting justice or justices shall direct.

Employer or servant to be examined on oath.

XVIII. And be it enacted, that it shall be lawful for the justice or justices by whom any complaint under this Ordnance shall be heard, to examine on oath as well any employer or servant being the party complainant or defendant as any witness touching the matter of such complaint.

No order, &c, to be quashed for want of form.

XIX. And be it enacted, that no order, award or adjudication, touching any of the matters in this Ordinance contained, nor any conviction of any offender under this Ordinance, shall be quashed for want of form; and where any distress shall be made for any fine, penalty or sum of money to be levied under and by virtue of this Ordinance, the distress itself shall not be deemed to be unlawful, nor the party making the same be deemed a trespasser on account of any defect or want of form in the summonses, warrant of distress, or any other proceedings relating thereto, nor shall such party be deemed a trespasser on account of any irregularity which shall be committed by the party distraining, but the person aggrieved by such irregularity shall and may recover full satisfaction for the special damage, if any, in an action upon the case; and no plaintiff shall recover in any action for such irregularity as aforesaid, if tender of sufficient amends shall have been made by or on behalf of the party distraining before such action brought.

Interpretation of terms of Ordinance.

XX. And be it enacted, that within the meaning and for the purposes of this Ordinance, all masters, mistresses, foremen, attornies, agents, managers, overseers, clerks and other persons engaged in the hiring, employing or superintending the labour or service of any servant within the meaning of this Ordinance, shall be and be deemed "employers;" and any money or other thing paid or contracted to be paid, delivered or given as a recompense, reward or remuneration for any labour or other service done or to be done, whether within a certain time or to a certain amount, or for a time or an amount uncertain, shall be deemed and taken to be the "wages" of any servant; and any agreement, understanding or arrangement whatsoever on the subject of wages, whether written or oral, direct or indirect, to which any employer and any servant are parties or are assenting, or by which they are mutually bound to each other, shall be and be deemed a "contract;" and all servants in husbandry, mechanics, artificers, handicraftsmen, labourers, persons employed in droghers or other vessels, and all household and other domestic servants, shall be deemed to be comprised within the term "servant;" and every labourer or mechanic employed upon any sugar, cocoa or coffee estate shall be and be deemed to be a servant in husbandry; all words importing the singular number only shall include several persons or things, as much as one person or thing; and all words importing the masculine gender only shall include females as well as males, unless it be otherwise especially provided, or there be something in the subject or context repugnant to such construction.

Commencement of Ordinance.

XXI. And be it enacted, that this Ordinance shall take effect from and immediately after the promulgation thereof.

Passed in Council, this 3d of July, in the year of our Lord 1845.

(signed) *James Porter*,
Acting Clerk of Council.

— No. 6. —

(No. 34.)

COPY of a DESPATCH from Mr. Secretary *Gladstone* to Governor Sir *H. MacLeod.*

No. 6.
Mr. Secretary Gladstone to Sir H. MacLeod, 29 April 1846.

Sir, Downing-street, 29 April 1846.

I HAVE had under my consideration the Ordinance, No. 17, of 1845, passed by yourself and the Council of Trinidad, "for regulating the relative Rights and Duties of Masters and Servants," transmitted in your despatch, No 58, of the 5th August 1845.

This Ordinance was passed in consequence of Lord Stanley's despatch, No. 297, of the 30th April 1845, in which he instructed you to propose to the Legislative Council the amendment of such provisions of the former enactment on the subject, as enabled persons absent from the colony to bind themselves for long periods of service to be performed within it.

You will learn from my circular despatch of this date, the arrangement which has been made in communication with the Committee of West India Merchants and Planters, with a view to impart validity to contracts for service made out of the colonies in certain cases. But you will observe, that the cases of immigrants from Africa or India are not included in those cases, any more than in the cases of contracts out of the colony to which validity is given by the 11th clause of the Ordinance, No. 17, of 1845.

Under these circumstances, I have to call your attention to a defect which is still to be found in that clause of the Ordinance. It declares the invalidity of contracts "not made within this colony," unless in the excepted cases; but it does not further declare them invalid when not made "on the land" of the colony,

colony, a provision which was originally required by Her Majesty's Government, and which they are still disposed to consider material, and even indispensable. The object of it is of course to prevent the classes of immigrants who are ignorant, and altogether unable to protect their own interests from being surprised into unjust contracts on board ship in the port, before their interests can be protected by the officers of Government who are charged with that duty.

Her Majesty's decision on this Ordinance will be suspended until it shall have been further amended in this particular.

I have, &c.
(signed) *W. E. Gladstone.*

—No. 7.—

COPY of CIRCULAR DESPATCH from Mr. Secretary *Gladstone* to the Governors of the *West India* Colonies.

Sir, Downing-street, 29 April 1846.

No. 7.
Mr. Secretary Gladstone to the Governors of the West India Colonies, 29 April 1846.

I TRANSMIT to you herewith copy of a correspondence which has taken place between this department and the Committee of West India Merchants and Planters, on the subject of measures for further promoting the immigration of labourers into the West India Colonies.

W. I. Committee, 5 December 1845.
W. I. Committee, 10 January 1846.
W. I. Committee, 7 February 1846.
W. I. Committee, 25 March 1846.
Colonial Office, 28 March 1846.
W. I. Committee, 9 April 1846.
Colonial Office, 22 April 1846.

You will collect from this correspondence, not only the precise provisions of law which it is proposed by the West India Committee should be enacted in those colonies where immigrants are wanted, and which Her Majesty's Government have agreed to sanction, but also the views by which Her Majesty's Government have been actuated in the decision they have adopted.

Her Majesty in Council will be advised to repeal, without delay, the Order in Council of the 4th January 1843, and you will be pleased to give your immediate assent to any law which may be passed by the Legislature of the colony under your government, for giving effect to the measures which it is stated in Lord Lyttelton's letter to Mr. Macgregor of the 28th March, and in the last paragraph of his Lordship's letter to Mr. Macgregor of the 22d inst., that Her Majesty's Government will be prepared to sanction.

I have, &c.
(signed) *W. E. Gladstone.*

West India Committee Rooms, Old Jewry,
5 December 1845.

My Lord,

WITH reference to the interviews which have taken place between a deputation from this committee and Mr. Under Secretary Hope, relative to the Ordinance for regulating contracts of service in the island of Trinidad, and the further arrangements thereby suggested as being desirable for the West India Colonies generally, I have the honour to submit for your Lordship's consideration the enclosed memorandum.

I beg leave, at the same time, to entreat your Lordship's attention to the subject of my letter dated the 15 October.

I have, &c.
(signed) *A. Macgregor.*

The Right honourable the Lord Stanley,
&c. &c. &c.

ACCORDING to the existing laws relative to Immigration, encouragement is offered by bounty, or rather by remuneration, of necessary outlay for the introduction of agricultural labourers from certain places into several of the colonies. It is proposed to continue these laws in force, and to add a further provision for the same purpose in connexion with contracts for a limited period as afterwards to be suggested; and also to allow similar enactments in those colonies which require additional labour, should they be passed by their respective Legislatures.

It is further proposed to make the following amendments in the laws relative to contracts:

1. Contracts for service in any of the West India colonies to be valid, though made out of the colony in which it is to be performed, except the same be made in India or in Africa or in the islands adjacent thereto, exclusive of the Canary Islands and Madeira, for any period not exceeding three years, two conditions being imperative upon the employer, namely, that the labourer shall have the option of claiming, instead of any rate of wages for which he may have stipulated, the current rate of wages in the colony, and be entitled to cancel the contract by paying the necessary expense incurred in conveying him to the colony according to a tariff to be fixed by the colonial Legislature, or a fair proportion thereof, at any time after six months' service upon giving one months' notice.

Such contracts could only be undertaken by those proprietors who possess the means of making considerable advances, but they would generally prefer acting under the second amendment suggested; in many cases, however, the labourers may require the assurance of certain employment for a longer period than it contemplates.

2. Contracts made out of the colony, and restricted to any period not exceeding one year, to entitle the parties introducing the labourers to a modified bounty or remuneration, say two-thirds of the rate fixed by the tariff.

If it be deemed necessary to allow the assurance of three years' service for remunerating the whole expense of introducing labourers, then two-thirds of that expense ought to be paid out of the colonial treasury in connexion with contracts for one year's service; such contracts would enable proprietors of limited resources to hire labourers out of the colony on as favourable terms as their richer neighbours; and they are otherwise expedient.

3. In the absence of any express agreement to the contrary, the first hiring of all labourers introduced at the public expense from Africa or India, to be deemed and taken to be for a period of six months.

4. The Order in Council, dated 4 January 1843, to be repealed.

5. Contracts made in any British possession to be authenticated by a magistrate or a notary public; and in any foreign possession by the British Consul. A heavy penalty to be imposed upon any party attempting to simulate or alter a contract.

6. To render these arrangements operative, it will be necessary to repeal or amend all laws, which in any British colony, interfere with the liberty of the labouring classes to enter into contracts or to emigrate; the pretext under which such restrictions have been imposed, is, that the reputed relatives of the labourer may possibly, at some future time, become a burden upon the community he is about to leave; but if a labourer deserts his wife or children in removing to another colony, a warrant from the Governor of the colony he has left, may be made to follow him; the West India colonies are now practically as near to each other as Northumberland is to Cornwall.

Sir,

West India Committee Rooms, 12, Old Jewry,
Sir, 10 January 1846.

I HAD the honour to address a letter, on behalf of the acting committee of the West India body to Lord Stanley on the 5th ultimo, referring to several communications which had taken place relative to an Ordinance transmitted from Trinidad, and to certain arrangements proposed in a memorandum from this committee.

The condition of the West India colonies is still so unsatisfactory, that, although the committee feel the utmost confidence in your administration, they are anxious to have an opportunity of explaining the necessity of the early adoption of measures for their relief and improvement, and of soliciting your favourable consideration of the suggestions which they have already offered.

I am therefore desired to express their hope that you will honour a deputation from this committee with an interview.

I have, &c.
(signed) *A. Macgregor.*

The Right honourable William Ewart Gladstone,
&c. &c. &c.

West India Committee Rooms, 12, Old Jewry,
Sir, 7 February 1846.

I HAVE had the honour to receive Mr. Stephen's letter, dated the 30th ultimo, transmitting, by your direction, for the information of the West India committee, a full copy of Mr. Butt's Report on Emigration from Sierra Leone, extracts from which I had received in Mr. Hope's letter of the 27th June last, together with a despatch from the Governor of that settlement, dated 26th November, commenting upon that as well as Mr. Butt's two previous reports.

These communications, for which I am desired to express the thanks of the committee, contain matter for grave consideration as affecting the interests both of Africa and the West India colonies. Their prospects are, indeed, intimately connected, for, unless the superior economy of free labour can be rendered manifest to the world, every means employed to suppress the slave trade will be merely palliative, while, on the other hand, without an accession of labour the prosperity of these colonies cannot be restored, or that proof exhibited in the only form which will have any influence upon slave holding nations.

The committee are anxious, however, to review attentively the question of emigration from Africa, with the advantage of all the information and experience recently acquired, and they would, therefore, reserve for another occasion the considerations which they may have to submit on that subject.

In the meantime, they trust that the arrangements which they have already suggested as contained in the Trinidad Ordinance, and the memorandum referred to in the letter I had the honour to address to Lord Stanley on the 5th December, and in my subsequent communication, dated the 10th ultimo, will receive your early consideration and sanction.

It is of great importance, that the amended law for regulating the relations of master and servant should be promulgated before the Coolie emigrants arrive, so that they may all be placed on the same footing from the commencement of their service.

I have, &c.
The Right honourable William Ewart Gladstone, (signed) *A. Macgregor.*
&c. &c. &c.

West India Committee Rooms, 12, Old Jewry,
Sir, 25 March 1846.

I AM desired by the West India committee to express their great anxiety to receive a favourable answer to the several communications, which, on their behalf, I have had the honour to submit to you in my letters, dated the 6th and 21st ultimo, as well as in the letter previously addressed to Lord Stanley on the 5th December.

In addition to the considerations which the committee have already alleged for an early arrangement of the questions to which these letters refer, I beg leave to mention that it will be necessary to decide immediately upon chartering ships for despatch from India during the earlier period of the next emigration season.

I have, &c.
The Right honourable William Ewart Gladstone, (signed) *A. Macgregor.*
&c. &c. &c.

Sir, Downing-street, 28 March 1846.

HER Majesty's Government have had under their attentive consideration the various suggestions which have been laid before Lord Stanley and Mr. Secretary Gladstone by the West India Committee, in the letters enumerated in the margin, and at the interview which took place at this office between himself and various members of that committee for amending the laws at present in force in the British West Indies respecting contracts for service. By Mr. Gladstone's directions I proceed to communicate to you, for the information of the committee, the views which Her Majesty's Government have adopted on the questions discussed in those letters and at that interview.

5 Dec. 1845.
10 Jan. 1846.
7 Feb. 1846.
25 March 1846.

1st. The question first in order, and in importance, is that which respects the abrogation of the law which renders invalid, in any West Indian colony, a contract for manual labour to be there performed, unless such contract be made within the colony itself and on the land. The proposal is, that such contracts shall be as valid within the West Indies, when made beyond the limits, as when made within the limits of the colony, provided that they are not made to endure for any period exceeding three years. But, in respect to such contracts when made in India or in Africa, or in the adjacent islands with certain exceptions, it is not proposed to relax the existing restriction. The ground of this last exception is, that Africans and Asiatics must engage in such contracts, if made in their own country, under disadvantages with respect to knowledge and foresight peculiar to themselves. Whereas there is no other part of the world whence manual labourers could be drawn who would not be quite able to devise and insist on every stipulation requisite for protecting their own interests in such contracts.

Mr. Gladstone fully admits that this proposal (qualified as it is by terms to be noticed in the sequel), obviates the most considerable of the difficulties in which the prohibitory rule had its origin. Those difficulties were chiefly founded on the real or supposed danger that manual labourers, in utter ignorance of the country to which they were to be conveyed, would involve themselves in an agreement of long duration and of great improvidence—that the helpless and the ignorant would thus become the victims of those with whom they might contract—and that the importation of hired servants from the east of the Atlantic might assume a character too easily to be confounded, especially by unfriendly observers, with the importation of slaves from the same quarter. The present proposal appears, to Mr. Gladstone, to involve no such risk. It will, in reality, apply to none but the inhabitants of the continents and islands of America, and of the Azores, Madeira, the Canaries and the Cape de Verd Islands. Mr. Gladstone is aware of no reason for supposing that the manual labourers, in any of those countries, are so destitute either of intelligence or of good advice, as to be in any such danger of plunging into improvident bargains as to impose on the Government the duty of making laws to protect them against their own rashness, or against the impositions of those with whom they may deal.

But Mr. Gladstone is the rather inclined to assent to this change of the law because it is a further part of the proposal, that on the arrival of the labourer in the colony he may, at his option insist, either on the stipulated rate of wages, or on the rate of wages actually current or prevailing there. To this the committee add the further equitable provision, that six months after the arrival of the labourer, he may at any time put an end to the contract, after one month's notice, by repaying the expense of his introduction into the colony, according to an established tariff, reasonable allowance being made for the value of his past service.

On such terms as these, entered into with such persons only as are now contemplated, it does not appear to Mr. Gladstone that any injustice is to be apprehended from the enlargement to three years of the duration of contracts for manual labour. He is not insensible to the weight of the motives which recommend such a change. Humane and wise as were the considerations by which the laws in question were dictated, it is not to be denied that they have tended to produce some artificial scarcity of labour and some material diminution in the amount of exportable produce, and he acknowledges it to be the duty of the Government to remedy such inconveniences by any safe and practicable measures which can be devised for the purpose, a duty the more clear when, as in the present case, the remedial measures may be introduced experimentally, and abandoned if experience should disprove the wisdom and advantage of them.

But though willing, in deference to these reasons, to assent to the proposal, Mr. Gladstone directs me to observe, that he must be distinctly understood as expressing no opinion that the experiment of entering into contracts for service for three years will, eventually, fulfil the expectations of those by whom the measure may be adopted. On the contrary, Mr. Gladstone fears that the disappointment of those hopes is far more probable. He believes that the result of attempts to bind free men to continue in any particular service after they have become dissatisfied with it, is very generally fatal either to the interests of their employers or to their own freedom—to the interest of the employer unless severe and formidable coercion be used to overcome the labourer's reluctance to work—to the labourer's freedom if those methods be taken. It is true, indeed, that this principle is recognised, and the objection to a very great extent obviated by the twofold qualification which the West India committee propose to attach to the obligation of the contracts; and on this ground it might, at first sight, appear needless for Mr. Gladstone to discuss or notice this topic. To the prudence of the employers themselves, it might apparently be left to estimate the risk, and to act accordingly. To this opinion Mr. Gladstone, of course, subscribes. Yet he notices the risk in order to found on it the observation, that if hereafter the disappointment which he apprehends should be actually incurred, there will be no claim on Her Majesty's Government to devise or assent to any new coercive laws for enforcing the performance of or for punishing the breach of the proposed contracts for labour. In assenting to the enlargement of the time for which such contracts may endure, Her Majesty's Government are not to be understood as entering into any engagement, express or implied, for rendering those prolonged contracts effectual by means of any penal sanctions other than such as may be recommended and justified by a regard to the general principles of social order, and such as might from time to time have been devised or applied, even if such agreements as are now under consideration had never been legalised.

Mr.

Mr. Gladstone is, indeed, convinced that there is no real difference of opinion between himself and the West India committee, on the general principle that the more promptly and completely indefinite hiring can take the place of fixed contracts, the better for both contracting parties, that it is peculiarly desirable to avoid, as far as possible, any distinction in the law or in the practice, in this respect, between immigrants and other labourers, that such distinctions can never be entirely set free from the risk of provoking, among the immigrants, a discontent and uneasiness, which would not be the less injurious, because it would be wholly unreasonable, and that, therefore, the practice of entering into long contracts should be resorted to only when it is impracticable, by other means, to obtain the requisite supply of labour.

But in reference to the inhabitants of the Portuguese Islands, already mentioned Mr. Gladstone directs me to add the further remark, that the extraordinary mortality with which the same class of persons were visited on their introduction into Guiana in the year 1841, will impose on Her Majesty's Government the duty of taking care that the most accurate accounts which can be given in a brief space of the sanatory history of the former immigration should be circulated, by authority, throughout those islands, that so no one may have to charge on the Government any unfair suppression of the truth if a similar calamity should occur. It is, indeed, Mr. Gladstone's opinion, that the mortality in question was justly ascribable to special and temporary causes, and that the facts, when accurately stated, will tend rather to relieve, than to create alarm. But the events of 1841, were in themselves so calamitous, that he cannot venture to assume the responsibility of leaving the proper authorities of those islands ignorant of the real state of the case, and of the grounds on which the mortality of the Portuguese immigrants in that year is ascribed to transient causes; thus leaving the new emigrants to form and to act on their own independent judgment.

2. The second proposal laid before Her Majesty's Government, was, that the importers of manual labourers for terms not exceeding one year, should receive a modified bounty or remuneration amounting, perhaps, to two-thirds of the rate fixed by the tariff. It does not appear to Mr. Gladstone that any useful purpose would be answered by entering on the discussion of this question before it has been brought under the notice of the respective local Legislatures, with whom every such grant must originate, and by whom the conditions on which it is to be made must be determined. It does not, however, occur to Mr. Gladstone at present, that there is any conclusive objection to such an application of the funds, which may be appropriated to the payment of bounties on the importation of labourers.

3. Mr. Gladstone concurs in the propriety of the rule, that in the absence of any express agreement to the contrary, the first hiring of all labourers introduced at the public expense from Africa or India, should be taken to be for a period of six months. And he avails himself of this opportunity to convey to you his opinion that, the substitution of such general and indefinite hiring for contracts of a year is much to be desired, as for other reasons, so upon the ground that it is likely to diminish the risk of frequent changes from the service of one employer to that of another.

4. The repeal of the Order in Council of the 4th of January 1843, will, of course, follow on the preceding concessions, assuming always that, of the two Orders in Council of that date, the first, or that which refers to emigration from the continent of North America is the Order meant.

5. Mr. Gladstone has no objection to the proposal that contracts for manual labour in the British West Indies when entered into in any British possession, should be authenticated by a magistrate or a notary public, and when entered into in any foreign possession, by the British Consul under proper penalties against simulating or altering such contracts.

6. The repeal or amendment of the laws of other British colonies respecting the removal of labourers from them, must depend on the Legislatures of those colonies respectively. It would be desirable that the specific laws to which exception is thus taken, should be pointed out. Mr. Gladstone apprehends that they would be found to be at once less numerous and less stringent than the objection appears to suppose.

If the West India committee have no material objection to offer to his views, as thus explained, Mr. Gladstone proposes at once to address instructions in conformity with them to the Governors of the various colonies, into which labourers have been or may be introduced.

I have, &c.

A. Macgregor, Esq. (signed) *Lyttelton.*

West India Committee Rooms, 12, Old Jewry,
9 April 1846.

Sir,

I HAVE the honour to acknowledge the receipt of Lord Lyttelton's letter, dated the 28th ultimo, communicating, by your direction, the views of Her Majesty's Government upon some of the suggestions which have recently been submitted by this committee for their consideration.

The committee are gratified to learn that you assent to the proposal they have made in reference to contracts for service to be performed in the West India colonies. This decision

on your part they confidently anticipated, and they trust that it will be communicated without delay to the Governors of the several colonies, in order that no time may be lost in effecting the requisite amendment of the laws.

While the committee are thus gratified by your concurrence in their proposal, they have received with surprise the observations by which it is accompanied. And although it may seem ungracious to take any exception to the terms of a communication which intimates your intention to make the concessions they have sought, yet it is essential, for various reasons, that the grounds on which the committee have offered these suggestions, and upon which they are to be adopted, should be clearly understood.

There does not appear to be any difference of opinion on "the general principle that the more promptly and completely indefinite hiring can take the place of fixed contracts, the better for both contracting parties, or that it is desirable to avoid, as far as possible, any distinction, in the law or in the practice, between immigrants and other labourers, or that contracts for long periods should be resorted to only when it is impracticable by other means to obtain the requisite supply of labour."

The proprietors of plantations in the West India colonies are deeply concerned, much more of course than any other parties can be, to render the construction and administration of the laws affecting labour such as to produce contentment among the peasantry, and so to ensure their willing service. And if they could get their estates profitably cultivated like proprietors of land in the mother country, they would have as little disposition to introduce more labourers for that purpose.

But the state of these colonies is extremely different from that of any well-peopled country. Their diminished production, since the period of emancipation, attests, without any other evidence, their deficiency of available labour. The proposal to which you are now pleased to assent, implies the impossibility of obtaining the requisite supply from the existing population. It then becomes necessary to resort to other countries where suitable labourers may be found. If they cannot be induced to emigrate to the West Indies, without an assurance of employment for a considerable period, and if the contracts into which they may enter, with the view of bettering their condition in life, be conceived in terms which equitably consult the respective interests of the contracting parties, the committee cannot discover any reason why such contracts should not be rendered effectual in practice.

The principles of social order appear to the committee to require, not less in the West Indies than elsewhere, that the full authority of the law should, when appealed to, be exercised to enforce the observance of every reasonable agreement which masters and servants may make for their mutual benefit; and as, on the one hand, there can be no doubt that, in the event of the party who may engage to employ, failing to fulfil his undertaking, he would be visited with an adequate penalty, so the committee cannot recognize any justice or expediency in absolving the party who may engage to serve from his obligation of service, by allowing him to commit a breach of his contract, without suffering in like manner a corresponding penalty.

In the suggestions made by the committee, they have provided, on behalf of the labourer, that, whatever may be the period of service stipulated in his contract, he shall have free choice of employment, after six months' residence in the colony to which he may be conveyed; and they have also protected him against any less favourable engagement than he could possibly make if he were able to proceed thither at his own expense, by entitling him to claim the wages there current, whatever may be the rate stipulated in his contract. Having made these provisions in his favour, while his employer is to remain absolutely bound, it seems so reasonable to insist that he shall either fulfil his contract, or avail himself of the option thus afforded to him, that the committee hope to find, on further explanation, that they have misunderstood the passage in Lord Lyttelton's letter, having reference to this subject. The interests of both parties ought to be equally regarded, and the labourer cannot suffer, except in consequence of his own misconduct. If it were understood that such contracts might be infringed with impunity, the committee readily admit that they would probably lead to all the disappointment which you seem to anticipate.

The ground on which the committee have, in their proposal with regard to contracts, excluded Africa and India, appears to be altogether misunderstood. It is not, as alleged by Lord Lyttelton, that the inhabitants of these countries would enter into them under any disadvantage. The exception was made from considerations entirely different. The emigration now in progress from India appears to be proceeding so satisfactorily, that the committee do not see any occasion to disturb the existing arrangement; and in regard to the intercourse with Africa, they have been desirous to reserve that subject for a separate communication.

The committee were wholly unprepared for any attempt to vindicate the restrictive policy which has hitherto been pursued, and which is at length to be partially abandoned. It has always been, in their estimation, utterly indefensible; and the reasons now assigned for adopting it originally, do not alter that opinion. They will not presume to question the motives which dictated the prohibition; but, as suffering parties, they cannot acquiesce in ascribing the character of humanity or wisdom to laws which have occasioned an artificial scarcity of labour, a material diminution of exportable produce, the abandonment of estates, grievous injury to the whole class of landholders, and to very many of them irretrievable ruin.

These are the results of that policy in the West India colonies; but it has also exerted a baneful influence in Africa, the country to which it appears it was designed to afford a peculiar protection. For it cannot be denied, that in proportion to the diminution of available

available labour and produce in these colonies, has the inducement to extend the slave trade been increased.

The considerations for which all this sacrifice has been required, as now stated by Lord Lyttelton, appear to be—

1. "The supposed danger that manual labourers, in utter ignorance of the country to which they were to be conveyed, would involve themselves in an agreement of long duration, and of great improvidence.

2. "That the helpless and the ignorant would thus become the victims of those with whom they might contract.

3. "That the importation of hired servants from the east of the Atlantic might assume a character too easily to be confounded, especially by unfriendly observers, with the importation of slaves from the same quarter."

In reply to the first of these considerations. it may be admitted that labourers in any tropical country are probably very ignorant of any other; but the knowledge which they require to enable them to make a correct comparison between the circumstances in which they are placed, and the advantages which may be proposed to them, by emigrating, have no reference to any particular locality. Their physical condition is their great concern; and if they can be assured of earning the means of a comfortable subsistence, by reasonable labour, they will not suffer from their ignorance in other respects. There never was the least difficulty in protecting them from contracts of long duration and great improvidence.

The second consideration alleged for the prohibition involves an imputation against the whole class of West India proprietors, which the committee feel it incumbent upon them respectfully to declare is destitute of any probable reality. But whatever might be their disposition, the regulation of contracts, in regard both to their duration and their provisions, would render it absolutely impossible for them to take any advantage whatever of the most helpless and ignorant emigrant.

In reference to both these objections, it may be further observed, that Her Majesty's Government could have no doubt that contracts, so regulated, would be really beneficial to the labourers, because there is not a spot within the tropics from whence they could emigrate, which offers to them the same advantages as the West India colonies.

The third consideration is so indefinite, that it hardly presents a tangible point. The committee can, therefore, only remark, that they are unable to conceive how it is possible for free emigration to the West India colonies to assume a character which could be easily confounded with the importation of slaves. There can be no similarity, except that the free emigrants might come from the same continent which furnishes supplies of slaves to foreign states. There must, in fact, be a very remarkable contrast. The Passengers' Act secures the perfect freedom, and ample accommodation and care of the emigrants during their passage. On their arrival, if they come at the public expense, they are free to form any engagement, or to follow any pursuit they please; if they were to come under contract, their period of service would be limited, and their wages the current rate of the colony. The possibility of abuse may be affirmed of any law whatever, but it would be difficult to point to one, a deviation from the terms of which would be more sure of detection. It may, perhaps, be alleged, that a premium might be given to entice emigrants, and that abuse might in that way take place without discovery—but that suspicion is equally unfounded. If the labourer be conveyed as an immigrant at the public expense, he is landed in the West Indies free from any obligation of service. As no particular individual can have the least preference in hiring him after his arrival in the colony, so none can have the least motive to pay any premium to induce him to come there; and, as Her Majesty's Government have an efficient practical control over the monies appropriated to immigration purposes, it is not possible to apply any public expenditure to that object without their consent. If the labourer were to immigrate under contract, and have the option proposed of changing his employment upon the payment of a rate of passage-money, to be fixed in like manner by Her Majesty's Government, it is evident that no person could have any motive to pay a premium to induce him to enter into that contract, because he could not in any way procure reimbursement, or be sure of his continued service so as in some degree to compensate him for the outlay.

With reference to the remarks upon the emigration which took place several years ago, from Madeira to Demerara, the committee presume you have not adverted to the fact that Lord Stanley promptly communicated in 1841 to the Portuguese Government copies of the despatches which had been received from Governor Light on that subject. Since then many of the emigrants have visited Madeira, and as several thousands are settled in Demerara, they maintain an extensive correspondence with that island. It appears to the committee that if Her Majesty's Government were now to make another communication relating to the same circumstances, it would be very liable to misconstruction. They fear it might be inferred that so much anxiety to excite the apprehensions of the people of Madeira would not be manifested, except for the purpose of discouraging emigration, and it would in all probability have that effect. If, however, you should, notwithstanding these considerations, still determine to act upon your expressed intention, then the committee beg respectfully to suggest that, instead of an imperfect statement being prepared in the Colonial Office from incidental notices scattered through the despatches received from the colony during the last six years, the Governor should be instructed to make a special report, embracing the whole period.

The committee observe that, while you assent to their proposal in regard to contracts for terms not exceeding one year in connexion with a modified bounty, you do not deem it

expedient to enter upon a discussion of this question until it has been brought before the local Legislatures. As there is no objection to the proposal, the committee apprehend there need be no discussion respecting it. And, considering the great importance of avoiding any further delay in effecting this desirable amendment of the law, the committee hope that you will be pleased not only to express your favourable opinion of such an enactment, but also authorize the several Governors of the colonies to promulgate the same when passed by the respective Legislatures.

I have, &c.

The Right honourable William Ewart Gladstone, &c. &c. &c.

(signed) *A. Macgregor.*

Sir, Downing-street, 22 April 1846.

I AM directed by Mr. Secretary Gladstone to acknowledge the receipt of your letter of the 9th instant, and to return you the following answer for the information of the West India committee.

Mr. Gladstone concurs with the committee in thinking it of great importance that there should be no misunderstanding between him and them on the subject of this correspondence, and, from the tenor of your letter, he cannot but suppose that Lord Lyttelton's communication of the 28th ultimo has been misapprehended.

The committee state that they cannot discover any reason why the contracts made out of the colonies, which Mr. Gladstone has consented to sanction, should not be rendered effectual in practice. Mr. Gladstone undoubtedly considers that the sanction of the contracts by Her Majesty's Government implies a sanction of all reasonable means for their enforcement; but he was anxious that there should be no misconception as to what means he would hold to be reasonable and justifiable, and he therefore pointed to the contract laws now in force, and the principles on which they are founded, as determining the degree of severity in penal enactments which he would be prepared to apply. He freely assents to the propriety of rendering the provisions of the existing contract laws applicable to the class of contracts about to be created; but he would object to the introduction of any new principles of increased stringency into the law; and he has felt it just to intimate this objection *in limine* (although no application for the introduction of such new principles has, in in fact, been made), in order that the West Indian committee might understand, that whilst, on the one hand, Her Majesty's Government would by no means desire to narrow the fair and reasonable effect of the concession they have made; on the other, if it should unhappily be found, as Mr. Gladstone earnestly hopes may not be the case, that the increase in the term of service does in practice produce a greater difficulty in procuring the fulfilment of the obligations of the labourers, such difficulty must be encountered exclusively, either by the provisions of the existing law, or by such amendments of it, if any shall be shown to be requisite, as shall neither introduce new principles nor apply recognized principles in a way that would give to the law a harsh or arbitrary character.

If Mr. Gladstone be well informed as to the result of such experiments as have already been tried to enforce the performance of long contracts for manual labour, experience shows that the repugnance may even be such as nothing short of the prompt use of bodily inflictions can overcome. Such inflictions are not within the principles of the existing laws, and the enactment of a new law to authorize them, is forbidden by motives of the highest and most conclusive nature.

On such a point as this, it may not be necessary to guard against misconstruction by the West India committee itself, for Mr. Gladstone has no doubt that that committee would fully share his views on the subject. But the understanding entered into between Mr. Gladstone and the committee concerns a great variety of parties, entertaining diverse and manifold views; and it is necessary that it should be so explained as not to be misunderstood by others, on points on which it is not at all likely that it should be misunderstood by the West India committee.

With respect to contracts to be entered into in Africa or Asia, with the natives of those countries, as there is at present no practical question to discuss, Mr. Gladstone thinks it unnecessary to follow the committee in the general remarks which they have made respecting the emigration of labourers from those countries, but confines himself to the assurance that nothing could be further from his purpose than to make any "imputation against the whole class of West Indian proprietors." All laws are made and projected on general assumptions respecting the influence of self-interest on mankind, and the possible abuse of superior power or knowledge, without its being supposed that those who make or project such laws, are casting imputations on any one by advocating the necessity of precautions against those dangers.

Mr. Gladstone willingly assents to the proposal, that the intended statement respecting the state of health of the former emigrants from Madeira to British Guiana, should be prepared by the Governor of that colony; and he will cause the authorities in the Portuguese Islands to be apprized only, that such a statement will be communicated to them as soon as the Governor shall have furnished it.

And I am to state, also, that Mr. Gladstone will be perfectly willing to authorize the Governors of the colonies in question to promulgate, immediately on their enactment, any laws assigning a modified bounty to the importers of manual labourers for terms not exceeding one year.

I have, &c.

A. Macgregor, Esq.

(signed) *Lyttelton.*

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on 31 October, 2019

CHINESE LABOURERS, &c.

(EMIGRATION: WEST INDIES—CHINA—TRINIDAD.)

COPIES of the RULES issued by the Colonial Land and Emigration Commissioners relating to the Immigration of Chinese Labourers into the Colonies of *Jamaica*, *British Guiana* and *Trinidad*; and of DESPATCHES from Lord *Stanley* to the Governors of *Jamaica* and *Trinidad*, respecting Contracts with Labourers, and the Rights and Duties of Masters and Servants.

(*Mr. Hume.*)

Ordered, by The House of Commons, *to be Printed*,
18 *May* 1846.

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